Seminole Intermodal Transport, Inc. *and* Teamsters Local Union No. 413, affiliated with the International Brotherhood of Teamsters, AFL–CIO *and* Teamsters Local Union No. 654, affiliated with the International Brotherhood of Teamsters, AFL–CIO. Cases 9–CA–29578 and 9–CA–29968

September 20, 1993

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS DEVANEY AND RAUDABAUGH

On February 22, 1993, Administrative Law Judge Benjamin Schlesinger issued the attached decision. The Respondent filed exceptions and a supporting brief, and the Charging Party filed a brief in response.

The National Labor Relations Board has considered the decision and record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Seminole Intermodal Transport, Inc., Columbus, Ohio, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

James E. Horner, Esq., for the General Counsel.
Douglas P. Holthus, Esq. (Reminger & Reminger Co., L.P.A.), of Columbus, Ohio, for the Respondent.
Mary J. Kilroy, Esq. (Handelman & Kilroy), of Columbus, Ohio, for Local 413.
Roy L. Atha, of Springfield, Ohio, for Local 654.

DECISION

FINDINGS OF FACT AND CONCLUSIONS OF LAW

BENJAMIN SCHLESINGER, Administrative Law Judge. In the early hours of May 2, 1992,[1] Respondent Seminole Intermodal Transport, Inc. moved all of its trailers, trucks, and other equipment from its terminal in Columbus, Ohio, to another of its terminals in Springfield, Ohio. When its Columbus employees reported to work that day, they were told that they were discharged; and others who were not scheduled to work that day were telephoned at home and told that they no longer had employment. The complaint alleges that the discharge of 28 employees violated Section 8(a)(3) and (1) of the National Labor Relations Act, because it was done in order to retaliate against them for engaging in concerted and protected and union activities. In addition, the discharges were illegal because Respondent never bargained about the move with Charging Party Teamsters Local Union No. 413, affiliated with the International Brotherhood of Teamsters, AFL–CIO (Local 413), in violation of Section 8(a)(5) and (1) of the Act. Respondent denied that it violated the Act in any way. I conclude that it did.

Jurisdiction is conceded. Respondent, a corporation, has been engaged in the interstate and intrastate transportation of freight from its terminals at Columbus, Springfield, and Niles, Ohio, and Nitro, West Virginia. During the year ended October 5, 1992, Respondent derived gross revenues in excess of $50,000 from the transportation of freight from Ohio directly to points outside Ohio. I conclude, as Respondent admits, that it is an employer within the meaning of Section 2(2), (6), and (7) of the Act. I also conclude, as Respondent admits, that Local 413 and Charging Party Teamsters Local Union No. 654, affiliated with the International Brotherhood of Teamsters, AFL–CIO (Local 654), are labor organizations within the meaning of Section 2(5) of the Act.[2]

Since January 1988, Local 413 has been, based on Section 9(a) of the Act, the designated and exclusive collective-bargaining representative of the following unit that is appropriate for collective bargaining within the meaning of Section 9(b) of the Act:

> All truck drivers employed by Seminole Intermodal Transport, Inc. at its Columbus, Ohio, terminal, excluding all other employees, and all guards and supervisors as defined in the Act.

Respondent has recognized Local 413 as such since January 1988, which recognition has been embodied in successive collective-bargaining agreements, the most recent of which was a master agreement, effective from April 1, 1989, through March 31, 1992, which was extended a month to April 30, 1992, covering all of Respondent's Ohio drivers, those represented by Local 413 at Columbus as well as other drivers at its Springfield and Niles facilities, represented by Locals 654 and 697, respectively.

The instant crisis arose as a result of the termination of the master agreement. Respondent's president, Joseph Secich, determined that he needed relief from the various unions in the new agreements and decided to bargain separately with each of the three Locals. Specifically, he sought to reduce his contributions to the health and welfare funds, to make no contributions to the pension fund for the first year of an employee's employment, and to make no contributions to the health and welfare funds for employees who were injured on the job. He also wanted Local 413 to lower the wages of four drivers who were engaged in the ''CPO'' runs. Those drivers traveled specific routes for Navistar Corporation's Columbus Plastic Operations, from Navistar's factory in Columbus to its factory in Springfield, and back. Although those runs were arranged for at Respondent's Springfield facility, whose truck drivers were represented by Local 654, all freight originated at the Columbus facility, whose drivers were represented by Local 413; and the drivers represented by Local 413 had always driven those routes and had their own seniority list.

[1] All dates refer to 1992, unless otherwise stated.

[2] The relevant docket entries are as follows: The charge in Case 9–CA–29578 was filed by Local 413 on May 11, 1992; and the charge in Case 9–CA–29968 was filed by Local 654 on September 22, 1992. The complaint in Case 9–CA–29578 issued on June 25, 1992; and a consolidated complaint issued on October 5, 1992. The hearing was held on October 20, 1992, in Columbus, Ohio.

Respondent held only two bargaining sessions with Local 413, beginning in February, before it became apparent that the parties were not making significant progress. Secich asked to meet directly with the drivers, and the Union agreed. On Sunday morning, March 15, Secich addressed most of the employees and made his argument that Respondent was not in good financial condition and that significant business was scheduled to be lost. One driver, the Local 413 job steward, Roger Chester, stood up and said that the men had not come there to hear this, but they had come to hear his proposal. (Chester's leadership was prearranged. The drivers had met earlier and selected him to represent them at the meeting.) Secich then started on the list of items for which he sought the drivers' help. During his presentation, Chester again rose and said that the men had heard enough. He began to leave, and the other drivers, with two exceptions, followed. Driver Billy Collier returned to the meeting to find Secich ''real hot, . . . ranting and raving about the guys getting up and walking out on him.'' Secich said: ''The door swings both ways . . . We'll see who gets the last laugh. . . . Nobody does this to Joe Secich. . . . Nobody fucks with Joe Secich.'' Driver George Commodore also stayed. Confirming Collier's testimony, he heard Secich say that the drivers were acting like schoolboys, that they did not stay to hear the best part of the contract [to allow for five paid sick days], and that ''These guys don't want to fuck with me. . . . The door swings both ways. . . . Two can play this game [and] I won't give them a chance to do this again.'' Craig Jeanneret, Respondent's terminal manager, told CPO driver Robert Jackson immediately after the meeting that Secich was really ''pissed off'' with the drivers because they had walked out on him and that Secich had said that he would ''get even'' with them for that.

The drivers went to Local 413's union hall, where they met and voted unanimously to reject Secich's proposals. They reported to work as usual the next day. That morning, Jeanneret asked Chester why he made the drivers walk out of the meeting. Chester denied that he did, but Jeanneret accused him of being the instigator and said that whatever Chester did would be followed by the other drivers. Chester then explained: ''[T]he reason we did it was the fact that we wanted to show Joe that we were all together in this contract proposal. We did not like it at all.'' Jeanneret said that Secich was ''very, very angry'' and thought that the drivers were like ''school children walking out on his proposal.''

The same day, the Local's president advised Secich of the employees' rejection of his proposal. Jeanneret also talked with Collier and assured him that, if ever Respondent closed down, Collier and Commodore would always have jobs because they had stayed at the meeting and had not walked out. Collier testified that, after that conversation, the same statement was made by Jeanneret and dispatcher Paul Grey ''quite a few times.'' Jeanneret also talked to Jackson on several occasions, telling him that Secich ''would get even'' with the drivers for walking out of the meeting, that the drivers could not mess with Secich, and that ''[y]ou just don't get by with this.'' The next week, Commodore heard Secich make similar remarks about the men who left the meeting: ''[T]hese guys don't want to mess with me—two can play the same game.''

On May 2, Commodore reported to work at about 3 or 3:30 a.m. The trucks were being emptied of the drivers' personal possessions. The trucks and trailers were being moved to Springfield, said Robert Reed, Respondent's operations and safety director. There is no dispute that that is what happened. When Commodore and Collier, the only two Columbus drivers who worked that day, returned to the terminal, they were fired. Respondent called others of its truckdrivers that weekend to advise them that the Columbus facility had closed and that they were unemployed. Yet others learned of their fate when they reported to work on Monday, May 4. The terminal has remained closed, at least until the date of the hearing.[3] The following employees lost their jobs:

Kenneth R. Bailey	Don Miller
Jim Bowers	Robert Millington
Joe Bush	Kevin L. Moody
Don E. Cahall	Michael Perry
Tom D. Carpenter	Charles Pitman
Jimmie L. Castle	Mark Poole
Merle ''Roger'' Chester	Marlin R. Reese
Billy J. Collier	William Roberts, Jr.
George Commodore	Doug Schaffer
Charles Coon	Richard G. Schmidtt
Larry P. Daum	David Schriver
Richard A. Ferrell	Don Stumbo
Raymond Fooce	William Thompson
Tim J. Hathaway	John Tolliver
Richard Hein	William D. Whiting
Robert L. Jackson	Leland Woods

Secich denied that he closed the facility for any reasons other than purely financial considerations, but his motivation is proved, in part, by the testimony of Collier, Commodore, and Jackson, none of whom were contradicted by Secich, who testified, and Jeanneret, who did not. Secich thought that the drivers treated him with disrespect at the meeting in March, and he was clearly upset with them, so much so that he openly expressed his desire to take revenge against them. Even after the closing of the plant, when Collier complained that Respondent had not given him a job, as it had promised, Jeanneret explained that it was too early to reemploy him, because, if Respondent did, then it might have to take others back, and Respondent ''did not want them back.'' Thus, within 2 weeks, on the weekend of March 28 and 29, Secich advertised in the Springfield newspaper for truckdrivers, giving his Springfield terminal telephone number, but not his company's name. The record is absent of any business justification for this abrupt action, which, I find, was caused solely by the reception he was given on March 15. The drivers' action, walking out of a meeting to express their dissatisfaction with Secich's contract proposals, was patently concerted and protected. Secich closed the Columbus facility because they engaged in that activity, and that violates Section 8(a)(1) of the Act.

The drivers were also engaged in union activity. They were involved in direct collective-bargaining negotiations, because Local 413 had given Secich permission to meet personally with the drivers to give them his proposal. The protest was led by the union job steward, who had been given

[3] On September 8, the Board obtained an injunction under Sec. 10(j) of the Act, requiring Respondent to reopen the Columbus facility and reemploy all the fired employees. Respondent had not complied with the injunction by the date of the hearing.

authority by the drivers to act on their behalf at the meeting; and the walkout was joined by almost all the Local 413 members. Their activity was thus related to Local 413. Furthermore, as is evident from the discussion below, Secich was trying to get rid of Local 413, which was the only union that had not agreed with his proposals, so that he could shift the drivers to the control of Local 654, which agreed with most of his proposals. Most of what Secich wanted reduced the amounts he would have to pay for new hires. It was thus a great saving for him to discharge many of his older employees and hire new replacements. Accordingly, I also conclude that the closing of the plant and the discharge of the drivers violated Section 8(a)(3) of the Act.

The closure and the discharge also violated Section 8(a)(5) of the Act. Respondent never gave any notice to Local 413 of its intention to close the terminal. Nor did it give any notice of its intention to transfer the work to Springfield. Respondent contends that it did not have to because, in addition to having its offer snubbed on March 15, it presented a final offer to Local 413 on April 14, and the Union never answered that offer or requested bargaining. Thus, the parties were at impasse in their bargaining; and under *American Ship Building Co. v. NLRB*, 380 U.S. 300 (1965), it was entitled to lock out its employees to pressure them into accepting its last offer. Assuming that its reading of that decision is correct, what is not correct is its understanding of a lockout. Here, there was much more than the withholding of employment by Respondent from its employees. Respondent did not merely padlock its front door. Instead, it shifted all its equipment, as well as its employment opportunities, to another of its facilities. As a result, *American Ship Building* does not apply, because that dealt with only one issue, whether ''the use of a temporary layoff of employees solely as a means to bring economic pressure to bear in support of the employer's bargaining position, after an impasse has been reached,'' violated Section 8(a)(1) or (3). Id. at 314.[4]

What Respondent did was no mere temporary measure. It permanently closed its Columbus terminal (but not its main business office) and relocated all its Columbus trucking work to Springfield. Respondent gave up none of the work that it had performed before at Columbus. All that work was now assigned out of Springfield. Jeanneret became the terminal manager at Springfield on May 2. William Abbott moved from his position as the Springfield terminal manager to the manager of the CPO runs on the same day. Respondent terminated its 28 Columbus drivers and replaced them with many of the 35 drivers who had responded to its newspaper advertisements. Nine started at Springfield on May 2, 3, and 4; and they were assigned to go to Columbus and remove all the terminal equipment to Springfield. An additional 10 employees were hired from then until June 3, a total of 19 new employees, all performing work identical to that which had been performed at the Columbus terminal. The 19 new drivers more than doubled the number of drivers employed at Springfield: it previously had only 15 drivers.[5] This flurry of hiring of 19 drivers should be compared to the 2 who were hired at the same terminal during the 12 months ending April 15, 1992.

With these facts, Respondent did not lock out its employees, as in American Ship Building, but relocated its Columbus terminal (but not its employees) to Springfield. The facts in this proceeding must, therefore, be analyzed as the Board mandated in *Dubuque Packing Co.*, 303 NLRB 386, 390 (1991), as follows:

> Initially, the burden is on the General Counsel to establish that the employer's decision involved a relocation of unit work unaccompanied by a basic change in the nature of the employer's operation. If the General Counsel successfully carries his burden in this regard, he will have established prima facie that the employer's relocation decision is a mandatory subject of bargaining. At this juncture, the employer may produce evidence rebutting the prima facie case by establishing that the work performed at the new location varies significantly from the work performed at the former plant, establishing that the work performed at the former plant is to be discontinued entirely and not moved to the new location, or establishing that the employer's decision involves a change in the scope and direction of the enterprise. Alternatively, the employer may proffer a defense to show by a preponderance of the evidence: (1) that labor costs (direct and/or indirect) were not a factor in the decision or (2) that even if labor costs were a factor in the decision, the union could not have offered labor cost concessions that could have changed the employer's decision to relocate.

The General Counsel has met his burden and established a prima facie case. He has demonstrated that there was no change in Respondent's operation, other than the location where the work was done. Otherwise, the same equipment was used to service the same clients. Respondent produced no evidence to the contrary. It did not even show that there were any financial reasons for the drastic move it made. It had been profitable for 3 years prior to the closing, and operating revenues had increased during those years. It was profitable during the first 4 months of 1992, even in April, the month that preceded the move. The Columbus terminal was busier than the Springfield facility in late 1991 and the early months of 1992. Springfield drivers were transferred to work at the Columbus facility, and they were paid extra for driving their cars from the Springfield terminal to the Columbus terminal. One of the reasons that Columbus needed drivers was not, as originally testified by Secich, that Columbus drivers were on vacation or ill or simply did not want to work, but that some of them had worked so many hours from December 1991 through April 1992 that regulations of the United States Department of Transportation did not allow them to work more.[6]

In any event, labor costs were a factor in the decision. Respondent wanted reductions in wages and benefits, and Local 413 was unwilling to give them. (The other Teamster locals agreed to Secich's proposals, a fact that, no doubt, made the Springfield facility a much better one from which he wanted to operate.) Local 413 could have offered cost concessions

[4] I make no finding about whether there was an impasse. Even if there were, Respondent had a legal remedy—to unilaterally impose the terms of its final offer.

[5] As of the hearing date, the number of drivers employed in Springfield had increased to 39.

[6] Within 8 days, drivers were allowed to drive 70 hours, and no more.

that could have changed Secich's mind. Respondent's counsel conceded as much: ''Had this offer been submitted to the rank and file, had it been voted, had it been ratified, the Columbus terminal would still be opened [sic].'' The difficulty here is that Local 413 was unaware of Secich's plan to relocate and had no opportunity to face the issue of the permanent loss of employment. Rather, Respondent hid its true objective. The newspaper advertisement did not reveal Respondent's name. Respondent consistently denied rumors that it was going to close its Columbus terminal. Secich laughed off the rumors, telling Chester that it would be foolish to close Respondent's main terminal. Respondent did not move its terminal openly, but in the middle of the night. The day before the closure, May 1, Respondent posted a work schedule for the drivers for Monday, May 4, when Secich assuredly knew that the Columbus terminal would be closed. The purpose of the Act and, specifically, Section 8(a)(5), is to permit the parties to face the issues intelligently, openly, and in the daylight, and to bargain about their implications. Respondent's relocation in the middle of the night, without notice, was the very antithesis of what the Act demands.

As a result, I conclude that Respondent did not bargain with Local 413 in good faith about its closure of its Columbus terminal and its relocation of the work formerly performed there to Springfield violated Section 8(a)(5) and (1) of the Act.[7]

None of the drivers have been offered reinstatement of any kind, except that on May 21 Secich offered Local 413 to add the Columbus drivers to the Springfield terminal list. However, that meant that the Columbus drivers would be placed on the seniority list behind the Springfield drivers, at least behind those who were long-term employees and members of Local 654 but possibly also behind those with less seniority, including those employees recently hired by Respondent. That offer, to a different place and with the drivers losing their seniority, was rejected. In addition, on May 26, Jackson and Woods returned to work at the Springfield terminal. Jackson had the most seniority of the CPO drivers at Columbus, but now was dropped to the bottom of the seniority list. He was doing the same work as he had performed before, but under the jurisdiction of Local 654, being paid the lower rate of pay the members of that union had agreed to accept, and, with less seniority, with undesirable working hours. Woods had so little seniority at the Springfield terminal that he could not retain his old job as a CPO driver.

Secich flatly rejected Local 413's request for the reopening of the Columbus terminal. He said his decision was final. That was the status of the facts when the hearing was held. The General Counsel's brief, however, represents that the Regional Director sought to punish Respondent for contempt for its violation of the 10(j) injunction. As a result of another court order, the terminal has been reopened and some drivers have been rehired. However, that does not resolve all the issues of an appropriate remedy, and I shall recommend a remedy as if there had been no compliance with the injunction. Respondent may claim, in the compliance stage of this proceeding, any credit for rehiring drivers, paying them, reopening the terminal, and any other actions it has taken which are encompassed within the terms of the Order, below.

There is one other violation alleged in the complaint. On two occasions, a member of Local 413 placed a copy of the complaint that issued on June 25 in Case 9–CA–29578 on the bulletin board at the Springfield terminal.[8] That bulletin board was reserved for Local 654. Respondent removed the complaint. I conclude that Respondent violated Section 8(a)(1) of the Act. There was no testimony from Respondent that the reason that the complaint was removed was that it was posted by someone other than a member of Local 654. Accordingly, I find that it was properly posted by Local 654 or posted with its permission. With these scantiest of facts, there is nothing in the record that permits Respondent to remove any material that Local 654 wished to post on the bulletin board, whether the material related to the work of the drivers or was unrelated material, such as advertisements or requests for charitable contributions or notices of social events. Merely because Respondent found the complaint distasteful did not, without more, permit it to remove the posting. *Container Corp. of America*, 244 NLRB 318 fn. 2 (1979), enfd. in relevant part 649 F.2d 1213, 1215–1216 (6th Cir. 1981).

The unfair labor practices found herein, occurring in connection with Respondent's business, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondent has engaged in numerous unfair labor practices, I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. Specifically, I shall order Respondent to reopen its Columbus terminal, resume its operations in the same manner as Respondent operated that terminal before May 2, and continue to maintain that terminal until Respondent and the Union bargain in good faith for a new collective-bargaining agreement or about the future closure of that terminal. *Mid-South Bottling Co*., 287 NLRB 1333, 1333–1335 (1988), enfd. 876 F.2d 458, 460–464 (5th Cir. 1989); *Serv-U-Stores, Inc*., 225 NLRB 37, 38 (1976). Respondent shall also offer immediate and full reinstatement to the employees named above to their former positions or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and to make them whole for any loss of wages and other benefits they may have suffered by reason of Respondent's discrimination against them, in the manner prescribed in *F. W. Woolworth Co*., 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

On these findings of fact and conclusions of law and on the entire record in this proceeding, including my observation of the demeanor of the witnesses as they testified, and my consideration of the briefs filed by the General Counsel,

[7] Respondent's reliance on *Textile Workers v. Darlington Mfg. Co.*, 380 U.S. 263 (1965), is misplaced. The Court wrote, at pages 272–273: ''We are not presented here with the case of a 'runaway shop,' whereby Darlington would transfer its work to another plant,'' the very case presented here. I have reviewed all the other authority relied on by Respondent and find none of it helpful or persuasive.

[8] Notwithstanding the parties' stipulation, Respondent stated in its brief that what was posted was a district court order issued in the 10(j) proceeding.

Local 413, and Respondent, and pursuant to the provisions of Section 10(c) of the Act, I issue the following recommended[9]

ORDER

The Respondent, Seminole Intermodal Transport, Inc., its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Removing literature posted on any union bulletin board in its terminal.

(b) Unilaterally transferring any bargaining unit work from any of its terminals without first notifying the labor organization representing the employees employed at that terminal and bargaining collectively in good faith with it, on request, until an agreement or an impasse is reached.

(c) Discharging its employees because they have engaged in union or protected and concerted activities.

(d) Unilaterally closing any terminal without first notifying the labor organization representing the employees employed at that terminal and bargaining collectively in good faith with it, on request, until an agreement or an impasse is reached.

(e) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them in Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Restore matters to the status quo ante by reopening its Columbus, Ohio terminal, which it closed on May 2, 1992, and return to that terminal all bargaining unit work which had been performed, prior to May 2, 1992, by members of the bargaining unit at the Columbus, Ohio, terminal.

(b) Offer the following employees immediate and full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority and other rights and privileges previously enjoyed, and make them whole for any loss of pay and other benefits suffered as a result of its discrimination against them, in the manner set forth in the remedy section of this Decision:

Kenneth R. Bailey	Don Miller
Jim Bowers	Robert Millington
Joe Bush	Kevin L. Moody
Don E. Cahall	Michael Perry
Tom D. Carpenter	Charles Pitman
Jimmie L. Castle	Mark Poole
Merle ''Roger'' Chester	Marlin R. Reese
Billy J. Collier	William Roberts, Jr.
George Commodore	Doug Schaffer
Charles Coon	Richard G. Schmidtt
Larry P. Daum	David Schriver
Richard A. Ferrell	Don Stumbo
Raymond Fooce	William Thompson
Tim J. Hathaway	John Tolliver
Richard Hein	William D. Whiting
Robert L. Jackson	Leland Woods

[9] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(c) Remove from its files any reference to the unlawful discharges of the above-named employees and notify them in writing that this has been done and that the discharges will not be used against them in any way.

(d) On request, bargain with Teamsters Local Union No. 413, affiliated with the International Brotherhood of Teamsters, AFL–CIO as the exclusive representative of all its employees in the following bargaining unit with respect to rates of pay, hours of employment, and other terms and conditions of employment:

> All truck drivers employed by Seminole Intermodal Transport, Inc. at its Columbus, Ohio, terminal, excluding all other employees, and all guards and supervisors as defined in the Act.

(e) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(f) Post at its Columbus and Springfield, Ohio terminals copies of the attached notice marked ''Appendix.''[10] Copies of the notice, on forms provided by the Regional Director for Region 9, after being signed by Respondent's authorized representative, shall be posted by Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(g) Notify the Regional Director in writing within 20 days from the date of this Order what steps Respondent has taken to comply.

[10] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT remove literature posted on any union bulletin board in our terminal.

WE WILL NOT unilaterally transfer any bargaining unit work from any of our terminals without first notifying the labor organization representing the employees employed at that terminal, Teamsters Local Union No. 413, affiliated with the International Brotherhood of Teamsters, AFL–CIO, and bargaining collectively in good faith with it, on request, until an agreement or an impasse is reached.

WE WILL NOT discharge our employees because they have engaged in union or protected and concerted activities.

WE WILL NOT unilaterally close any terminal without first notifying the labor organization representing the employees employed at that terminal and bargain collectively in good

faith with it, on request, until an agreement or an impasse is reached.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them in Section 7 of the National Labor Relations Act.

WE WILL restore matters to the status quo ante by reopening our Columbus, Ohio terminal, which we closed on May 2, 1992, and return to that terminal all bargaining unit work which had been performed, prior to May 2, 1992, by members of the bargaining unit at the Columbus, Ohio, terminal.

WE WILL offer the following employees immediate and full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority and other rights and privileges previously enjoyed, and make them whole for any loss of pay and other benefits suffered as a result of our discrimination against them:

Kenneth R. Bailey	Don Miller
Jim Bowers	Robert Millington
Joe Bush	Kevin L. Moody
Don E. Cahall	Michael Perry
Tom D. Carpenter	Charles Pitman
Jimmie L. Castle	Mark Poole
Merle ''Roger'' Chester	Marlin R. Reese
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Charles Coon	Richard G. Schmidtt
Larry P. Daum	David Schriver
Richard A. Ferrell	Don Stumbo
Raymond Fooce	William Thompson
Tim J. Hathaway	John Tolliver
Richard Hein	William D. Whiting
Robert L. Jackson	Leland Woods

WE WILL remove from our files any reference to the unlawful discharges of the above-named employees and notify them in writing that this has been done and that the discharges will not be used against them in any way.

WE WILL on request, bargain with Teamsters Local Union No. 413, affiliated with the International Brotherhood of Teamsters, AFL–CIO as the exclusive representative of all our employees in the following bargaining unit with respect to rates of pay, hours of employment, and other terms and conditions of employment:

> All truck drivers employed by Seminole Intermodal Transport, Inc. at its Columbus, Ohio, terminal, excluding all other employees, and all guards and supervisors as defined in the Act.

SEMINOLE INTERMODAL TRANSPORT, INC.